

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price	Page 1 Of 6						
2. Amendment/Modification No. P00001		3. Effective Date 2004JAN15		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)					
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-AHPB WENDY JACQUES (586)753-2312 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: JACQUESW@TACOM.ARMY.MIL				Code W56HZV		7. Administered By (If other than Item 6) DCMA VAN NUYS 6230 VAN NUYS BLVD. VAN NUYS, CALIFORNIA 91401-2713  SCD C PAS NONE ADP PT HQ0339				Code S0512A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) PACIFIC SCIENTIFIC EKD 6382 ROSE LANE CARPINTERIA, CA. 93013-2922  TYPE BUSINESS: Large Business Performing in U.S.						<input type="checkbox"/>		9A. Amendment Of Solicitation No.			
						<input type="checkbox"/>		9B. Dated (See Item 11)			
						<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-03-C-N210			
Code 02101 Facility Code						<input type="checkbox"/>		10B. Dated (See Item 13) 2003OCT03			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS											
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.											
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA											
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS KIND MOD CODE: C It Modifies The Contract/Order No. As Described In Item 14.											
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In											
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).											
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: mutual consent of the parties.											
<input type="checkbox"/> D. Other (Specify type of modification and authority)											
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.											
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  SEE SECOND PAGE FOR DESCRIPTION   Contract Expiration Date: 2004DEC31  Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.											
15A. Name And Title Of Signer (Type or print)					16A. Name And Title Of Contracting Officer (Type or print) DARYL F. WITTE WITTED@TACOM.ARMY.MIL (586)574-7196						
15B. Contractor/Offeror  (Signature of person authorized to sign)			15C. Date Signed		16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)			16C. Date Signed  2004JAN15			
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE					30-105-02 STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243						

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-03-C-N210 <b>MOD/AMD</b> P00001	<b>Page</b> 2 <b>of</b> 6
<b>Name of Offeror or Contractor:</b> PACIFIC SCIENTIFIC EKD		

SECTION A - SUPPLEMENTAL INFORMATION

Modification P00001 to Contract DAAE07-03-C-N210

Contractor: Pacific Scientific -- Electro Kinetics Division (EKD), CAGE 02101, LARGE BUSINESS

Item: Test & Alarm Panel, Fire Suppression System, Crew Compartment of the FAASV (M992A2 Vehicle)

Production Quantity: 77 each

Exercised Option Quantity: 77 each

- A. The purpose of this modification is to change the "Acceptance Point" for the First Article Test (FAT) Report from the Administrative Contracting Office (ACO) to the Procuring Contracting Office (PCO). Therefore, the "Acceptance Point" is hereby changed from ORIGIN to DESTINATION.
- B. The schedule page reflects this change under SubCLIN 0001AB: Data Item: 1st Article Test & Report. It now shows Acceptance at DESTINATION instead of Acceptance at Origin.
- C. The Section E clause entitled: "First Article Approval--Contractor Testing, Sep/1989, FAR 52.209-3" is hereby changed under its Para. (b) to read:
- "(b) The Contractor shall submit the first article test report within 170 calendar days from the date of this contract or as otherwise proposed by the Contractor and accepted by the Government, to: Procuring Contracting Office (PCO) ... ."
- D. The Section G clause entitled: "Delegation of Authority For First Article Approval, TACOM Regulation 52.209-4004" is hereby deleted from this contract because it delegates the FAT Report approval to the Administrative Contracting Office (ACO), and this modification changes the approving office to the Procuring Contracting Office (PCO).
- E. As a result of the foregoing, the total dollar value of the contract remains \$354,816.00.

\*\*\* END OF NARRATIVE A 002 \*\*\*

**Name of Offeror or Contractor:** PACIFIC SCIENTIFIC EKD

[illegible]

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-03-C-N210 <b>MOD/AMD</b> P00001	<b>Page</b> 4 of 6
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SECTION E - INSPECTION AND ACCEPTANCE

<u>Status</u> <u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1 CHANGED 52.209-3	FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989))	SEP/1989

(a) The Contractor shall test 1 unit of Contract Line Item 0001AA as specified in this contract. At least 20 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 170 calendar days from the date of this contract or as otherwise proposed by the contractor and accepted by the Government, to:

Procuring Contracting Officer (PCO)

Marked FIRST ARTICLE TEST REPORT: Contract No. DAAE07-03-C-N210; Contract Line Item Number 0001AB; \_\_\_\_\_.

Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

[End of Clause]

TACOM ADDENDUM:

For purposes of this contract, interpret Paragraph (g) above to mean that the PCO hereby authorizes you to purchase all material and components necessary to produce the production quantity.

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[End of Addendum]

NOTE FROM CONTRACT SPECIALIST WENDY JACQUES:

ONLY ONE COMPONENT OF THIS ITEM (TEST & ALARM PANEL, FIRE SUPPRESSION SYSTEM, CREW COMPARTMENT FOR THE FAASV M992A2 VEHICLE) IS REQUIRED TO BE SUBJECTED TO FIRST ARTICLE TESTING. THAT ONE COMPONENT IS THE LED, T-3 1/4, BASED, MILITARY PART NUMBER 12360890-3. ONE ACCEPTABLE WAY TO MEET THE FIRST ARTICLE TESTING REQUIREMENT IS TO OBTAIN A CERTIFICATE OF CONFORMANCE (CoC) FROM THE MANUFACTURER OF THE LED AND SUBMIT THAT CERTIFICATE AS YOUR "FIRST ARTICLE TEST REPORT" TO THE ACO (ADMINISTRATIVE CONTRACTING OFFICER).

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SECTION G - CONTRACT ADMINISTRATION DATA

Status	Regulatory Cite	Title	Date
G-1 DELETED	52.209-4004 (TACOM)	DELEGATION OF AUTHORITY FOR FIRST ARTICLE APPROVAL	FEB/1985